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DATE: October 21, 2003

TOTAL # OF PAGES:
(INCLUDING THIS COVER SHEET) 9

TO: Examiner Amy B. Vanatta

FAX #: 1-703-872-9302

FIRM NAME: USPTO/TC 3765

PHONE #: 1-703-308-2939

FROM: Gary M. Polumbus

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EMAIL: polumbus.gary@dorsey.com

COMMENTS:

RE: 09/887,966

FILING OF POWER OF ATTORNEY AND 3.73(b) STATEMENT

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PLEASE CONTACT DONNA CARRERA AT (303) 628-1508 IF THIS TRANSMISSION IS INCOMPLETE OR CANNOT BE READ.

REFERENCE # 3707/442938-405

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DORSEY

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GARY M. POLUMBUS
(303) 628-1500
polumbus.gary@dorsey.com

October 21, 2003

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Attn: Amy B. Vanatta
TC: 3765

Certificate of Facsimile Transmission

Fax Number: 703-872-9302

Date of Transmission: October 21, 2003

I hereby certify that this paper or fee is being facsimile transmitted to the United States Patent and Trademark Office on the date indicated above and to the facsimile number indicated above.

Name: Donna T. Carrera

Signature: Donna T. Carrera

Re: U.S. Patent Application for METHOD AND APPARATUS FOR RELIEVING
STRESS IN A FABRIC
Applicant: Bryan K. Ruggles et al.
Appl. No.: 09/887,966
Filed: 22 June 2001
Our Ref.: 2091/US


Dear Commissioner:

Enclosed herewith for filing are the following documents regarding the above-identified patent application.

- New Power of Attorney and Revocation of Previous Powers
- Statement Under 37 CFR 3.73(b) with attached assignments (x2)

Respectfully submitted,

DORSEY & WHITNEY LLP


Gary M. Polumbus
Attorney for Assignee

GMP/dtc

Enclosures

ccwe: Docketing

Attorney Docket No. 2091/US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Confirmation No.: 7669

Bryan K. Ruggles et al.

Group Art Unit: 3765

Application No.: 09/887,966

Examiner: Amy B. Vanatta

Filed: 22 June 2001

For: METHOD AND APPARATUS FOR RELIEVING STRESS IN A FABRIC

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**NEW POWER OF ATTORNEY AND REVOCATION
OF PREVIOUS POWERS OF ATTORNEY**

Sir:

As assignee of record of the entire right, title, and interest in the above-referenced patent application per the attached Statement Under 37 CFR § 3.73(b), all powers of attorney previously given are hereby revoked, and I hereby appoint the patent practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the United States Patent and Trademark Office in connection therewith, and I direct that all correspondence and telephone communications be addressed to Gary M. Polumbus, Reg. No. 25,364, at (303) 629-3400 of the below Customer Number.

USPTO Customer No. 20686

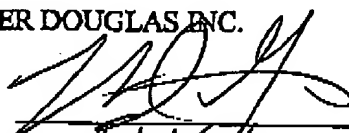
Dated this 23rd day of September 2003. ASSIGNEE:

HUNTER DOUGLAS INC.

By:

Name:

Title:


Richard G. Hutto
Vice President & General Counsel

PTO/SB/96 (04-03)
Approved for use through 04/30/2003. OMB 0651-0031
Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Bryan K. Ruggles et al.

Application No./Patent No.: 09/887,966

Filed/Issue Date: 22 June 2001

Entitled: METHOD AND APPARATUS FOR RELIEVING STRESS IN A FABRIC

Hunter Douglas Inc.

, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Bryan K. Ruggles and Stuart E. Matthews To: Newell Window Furnishings, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: Newell Window Furnishings, Inc. To: Hunter Douglas Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 013479, Frame 0772, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

9/23/03

Date

201-760-4209

Telephone number

Richard Goffman

Typed or printed name

[Signature]

Signature

Vice President & General Counsel

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETE D FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9198 and select option 2.

cty. Dkt. N . 77056/341

ASSIGNMENT AND AGREEMENT

WHEREAS, Bryan K. Ruggles of 276 South 1000 East, Salt Lake City, Utah 84012, and Stuart F. Matthews of 5668 West, 4510 South, West Valley, Utah 84128 (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled **METHOD AND APPARATUS FOR RELIEVING STRESS IN A FABRIC** for which an application for United States Letters Patent is filed herewith and

WHEREAS, Newell Window Furnishings, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 29 East Stephenson Street, Freeport, Illinois 61032 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the Intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and


ity. Dkt. No. 77056/341

transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

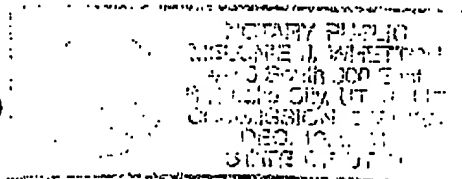
Executed this 8 day of June, 2001.

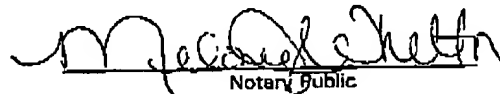

Bryan K. Ruggles

State of Utah
County of Salt Lake ss.

On this 8th day of June, 2001, before me, a notary public in and for said county, appeared Bryan K. Ruggles, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)




Notary Public

My Commission Expires: Dec 10, 2001

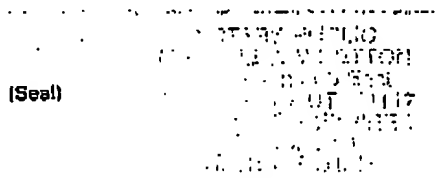
Executed this 8 day of June, 2001.


Stuart F. Matthews

State of Utah
County of Salt Lake ss.

On this 8th day of June, 2001, before me, a notary public in and for said county, appeared Stuart F. Matthews, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)




Notary Public

My Commission Expires: Dec 10, 2001



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 24, 2003

PTAS

DORSEY & WHITNEY LLP
GARY M. POLUMBUS
370 17TH STREET, SUITE 4700
DENVER, COLORADO 80202-5647

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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/20/2003

REEL/FRAME: 013429/0712
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

NEWELL WINDOW FURNISHINGS, INC.

DOC DATE: 01/14/2003

ASSIGNEE:

HUNTER DOUGLAS INC.
2 PARK WAY
UPPER SADDLE RIVER, NEW JERSEY

07458

SERIAL NUMBER: 10102194
PATENT NUMBER:

FILING DATE: 03/20/2002
ISSUE DATE:

SERIAL NUMBER: 09887966
PATENT NUMBER:

FILING DATE: 06/22/2001
ISSUE DATE:

SERIAL NUMBER: 09549969
PATENT NUMBER: 6484786

FILING DATE: 04/14/2000
ISSUE DATE: 11/26/2002

10/21/2003 16:51 FAX 3036293450

DORSEY & WHITNEY

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013429/0712 PAGE 2

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ASSIGNMENT

Whereas, Newell Window Furnishings, Inc. ("NWF"), a Delaware corporation having its principal office at Freeport, Illinois, owns the following United States Patents and/or Patent Applications:

United States Patent No. 6,484,786
United States Patent Appl. Ser. No. 10/102,194
United States Patent Appl. Ser. No. 09/887,966

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, NWF has agreed to assign and transfer, and does hereby assign and transfer unto Hunter Douglas, Inc., a Delaware corporation having its principal office at 2 Park Way, Upper Saddle River, NJ 07458, its successors and assigns, the entire right, title and interest in and to said United States Patent Application, and in and to any division, continuation or continuation-in-part thereof, and in and to any and all Patents and reissues and extensions thereof which have been or may be granted on the basis of any of the foregoing, to be held and enjoyed as fully and exclusively as they would have been by if this assignment and transfer had not been made.

In witness whereof, I, Stuart I. Graff, a duly authorized officer of NWF with full signatory authority to bind NWF, hereunto sign my name on behalf of NWF on the day and year set forth below.

ASSIGNOR: Newell Window Furnishings, Inc.

By: 
Title: Assistant Secretary

January 14, 2003

On this 14th day of January, 2003, before me personally appeared the above-named Stuart I. Graff, personally known to me, and known by me to be the Assistant Secretary, an officer of Newell Window Furnishings, Inc., and further known to me to be the person described in and who executed the foregoing instrument on behalf of Newell Window Furnishings, Inc., and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.

Mary J. Benson

